

**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

**MARK G. SWARTZ and BETH M. SWARTZ,**

Plaintiffs,

v.

**HOMEQ SERVICING, OLD  
REPUBLIC DEFAULT  
MANAGEMENT SERVICES; and,  
DOES 1 through 20, inclusive ,**

Defendants

Case No.: ~~5:09-cv-01927-SVW-FFM~~

5:09-cv-02197-SVW-FFM

Hon. Stephen V. Wilson

**[PROPOSED] JUDGMENT**

Priority \_\_\_\_\_  
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JS-2/JS-3 \_\_\_\_\_  
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Courtroom: 6


On June 21, 2010, this matter came before the Court, the Honorable Stephen V. Wilson, presiding, on Defendant Barclays Capital Real Estate, Inc.'s Motion for Summary Judgment or in the Alternative for Summary Adjudication of the Issues as to the Claim for Breach of Written Contract and the Claim for Cancellation of the Notice of Default and Notice of Trustee's Sale ("Motion"). All appearances were made as noted on the record. After considering the arguments and pleadings presented, the Court hereby grants Defendant Barclays Capital Real Estate, Inc.'s Motion as to claim for Breach of Written Contract and the claim for Cancellation of the Notice of Default and Notice of Trustee's Sale.

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1           **IT IS SO ORDERED AND ADJUDGED** that Plaintiffs take nothing  
2 against Defendant Barclays Capital Real Estate, Inc. dba HomeEq Servicing, that  
3 judgment be entered in favor of Defendant, that the action be dismissed on the  
4 merits and that Defendant recover costs.

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6           DATED: 7/27/10

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8           The Honorable Stephen V. Wilson  
9           United States District Court Judge  
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